



राष्ट्रीय डिज़ाइन संस्थान
NATIONAL INSTITUTE OF DESIGN

NATIONAL INSTITUTE OF DESIGN

(A Statutory Institute under DPIIT, Ministry of Commerce & Industry, Government of India)
Paldi, Ahmedabad 380 007 Ph.: +91 079-2662 9500, 9600, www.nid.edu

NIT No. : NID_B_02_2023-24

Date : 07.03.2024

TENDER DOCUMENT

FOR PROVIDING MESS SERVICES AT NID, BENGALURU CAMPUS

Tender Submitted By:

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1. INTRODUCTION

The National Institute of Design (NID), Ahmedabad, Gujarat, India, is a premier statutory institution (Government of India declared NID as an Institute of National Importance by NID Act 2014) actively involved in design education, training, research and consultancy services in various disciplines of design. NID is a grant-in-aid institution under the aegis of the Ministry of Commerce & Industry. It has campuses at Ahmedabad, Gandhinagar and Bengaluru.

The National Institute of Design (NID), Ahmedabad invites tender- through Online E-Tendering System – from reputed, experienced, and eligible Agencies, under **"TWO BID SYSTEM"** for selection of an expert agency for providing Mess services providing on campus Food & Beverages to the students and employees at National Institute of Design, Bengaluru campus.

NID Bengaluru campus has approximately **125** students and **25** employees. These figures are approximate and may vary.

Tender notices and Tender documents related to this tender are available on the following websites: www.eprocure.gov.in, www.nprocure.com and www.nid.edu.

Vendors are requested to submit their RFP on www.nprocure.com only.

The Technical Bids in a sealed Envelope mentioning Tender Name/No. to be sent to

Dean,

National Institute of Design, Bengaluru Campus

Plot No.12, HMT Link Road

Off Tumkur Road, Bengaluru 560022

Please note Financial Bid is NOT to be enclosed in the sealed cover.

Any modification and/or corrigendum to this Tender will be available on these websites mentioned above only.

NID reserves the right to accept or reject any or all Tenderers without assigning any reasons whatsoever.

1	NIT Number & Date	NID_B_03_2023-24
2	Name of Institute Location of Work	National Institute of Design, Bengaluru Campus
3	Brief Scope of Work	For Providing Mess services on annual rate contract basis
4	Period of Annual Rate Contract	Two Years (extendable further two terms of one year each at sole discretion of NID).
5	Earnest Money Deposit (EMD) Rs. (The contractors who have Registered under MSME/NSIC are exempted from payment of EMD). If valid documents are attached with Tender.	1,00,000/- (One Lakh only) in the form of Demand Draft/Banker's Cheque/PO, drawn in favour of "National Institute of Design", payable at Ahmedabad
6	Non-refundable cost of Tender (Rs.) (The contractors who have Registered under MSME/NSIC are exempted from payment of tender fee). If valid documents are attached with Tender.	Rs.1500/- (Fifteen Hundred only) Shall be payable only in the form of Demand Draft/Banker's Cheque/PO, drawn in favour of "National Institute of Design", payable at Ahmedabad
7	Date & Time of Pre-bid meeting	13.03.2024 at 16.00 Hrs. at NID, Bengaluru. If it falls on a holiday then the next working day.
8	Last Date and Time of Submission of on-line Tender	27.03.2024 at 16.00 Hrs.
9	Last date & Time of submission of signed, hard copy (in original) of all Tender Documents, Cost of Tender and all other documents related to this Tender.	27.03.2024 at 16.30 Hrs. in the office of : Dean, NID, Bengaluru Campus Address: Plot No.12, HMT Link Road Off Tumkur Road, Bengaluru 560022
10	Date & Time of Opening of Technical Bid	27.03.2024 at 16.00 Hrs. (Next working day after last date of Technical bid submission.)
11	Financial Bid Opening	After evaluation of Technical Bid. Bidders who qualify technically will only be considered for Financial bid opening.
12	Validity of Offer	At Least 90 days from the last date of Technical bid submission.

"TWO BIDS SYSTEM" shall be followed for this tender. Tenderer should take due care to submit the tender in accordance with requirement in e-Tender. Bids received shall be evaluated as per the criteria prescribed in the tender document. NID will not entertain any modification/request subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

In case of any clarification required relating to this tender, the same can be sought from **Mr. Sharath B, Dy. Registrar, Mob: 7620014977, Email: sharath_b@nid.edu**

ELIGIBILITY CRITERIA FOR EVALUATION OF TECHNICAL BIDS/FINANCIAL BIDS

1. The bidder must be in a business of catering and running mess/canteen in reputed public or private educational institutes/government organizations/PSUs/Corporate and having at least **Five years** of experience in running mess/canteen.
2. Should currently have at least one Mess/canteen contract catering to at least 200 students / persons at a time i.r.o. lunch / dinner, in a reputed organization / corporate house / educational institution / Government Organization, PSUs and should not have been blacklisted / banned / terminated by any organization / Corporate House / Institutes. A self-certification in this regard to be attached with the Technical Bid.
3. The bidder should have all the necessary registrations of the Government under the Shops and Establishment Act, Contract Labour Act, PF, ESI, GST, FSSAI, etc. whichever is applicable
4. The bidder has to provide FSSAI license details along with Technical Bid document.
5. The bidder should have at least **Rs. 25 Lakhs annual turnover** during the each of last 3 (three) Financial Years (i.e.19-20, 20-21, 21-22). (Testimonial duly certified by CA to be attached herewith Technical Bid.)
6. In deciding upon the short listing of the bidders for the Financial Bid, great emphasis will be put on the Ability, Reputation, Experience of Institutional Catering, Financial Standing, Technical Competency to provide professional Services and Capacity to serve Good quality Nutritious Food, etc.
7. The Technical Evaluation Committee, appointed by the Competent Authority, shall only further shortlist the bidders for the Financial Bids-Who fulfill above mentioned minimum eligibility Criteria.
8. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the Institute in this regard will be final and no request etc. will be entertained from the bidders. No correspondence shall be entertained in this aspect.
9. The Main office or full fledged working branch office of the Vendor should be in Bengaluru.
10. Vendors to have present clients based in Bengaluru.
11. Earnest Money Deposit (EMD), The EMD of all unsuccessful bidder shall be refunded Work Order/Letter of Intent after placement of work order to L-1. The EMD of L-1 vendor shall be returned after Security Deposit is submitted or the same could be adjusted towards so. The contractors who have Registered under MSME/NSIC are exempted from payment of EMD, only If valid documents are attached with Tender,
12. Non-refundable cost of Tender, The contractors who have Registered under MSME/NSIC are exempted from payment of tender fee, only If valid documents are attached with Tender.

METHOD OF EVALUATION (PART-I) OF TECHNICAL BIDS

	Maximum
a) Year of Incorporation/Experience in relevant Business (Vendor incorporated earlier will get more marks)	: 10 Marks
b) Turnover from the relevant business and Financial capabilities of the bidding agency (5 marks for each 25 Lakh Turnover maximum upto 20 marks)	: 20 Marks
c) Relevant and reputed clients (Preference for Educational Clients)	: 10 marks
d) Present clients in Bengaluru (more clients more marks)	: 10 marks
e) Main Office in Bengaluru	: 10 marks

Only, those bidder will be shortlisted for financial bid opening shall scores **30** and above marks out of **60** marks, as above.

The Institute reserves its right for deciding evaluation criteria, its interpretation, assigning weightages, evaluation committee formation, site-visits, interaction with the clients and employees of the bidders, etc. for the process of technical evaluation and its findings and its decision shall be final for selection/shortlisting of bidders, in the interests of the Institute. In case of any dispute, the decision of the Director-NID shall be final.

METHOD OF EVALUATION OF FINANCIAL BIDS

To decide the successful bidder, the Technical Bid marks shall have a weightage at 60% in the overall evaluation of the bid and financial bid shall have a weightage at 40% in the overall evaluation. Formula of Normalization of Technical Bid for each vendor $T_n = (T_b / T_{max}) \times 100$ Where T_b is the bidder's Technical score and T_{max} is the Highest Technical score. Formula for Normalization of Financial Bid for each vendor $F_n = (F_{min} / F_b) \times 100$ where F_b is the Bidder's Financial Bid Value and F_{min} is the Lowest Bid Value. Further 60% of T_n and 40% F_n will be taken. (individual Bidder's T_n and F_n will be added to reach the final value). The winner will be the highest of $(T_n \times 60 / 100 + F_n \times 40 / 100)$. In case the combined score of technical bid and financial bid get tie, the contract shall be awarded to the bidder having more similar experience in running a contract in an educational institute.

SCOPE OF WORK FOR MESS CONTRACTOR

1. The tenderer should be an established caterer and shall be responsible for providing on Food & Beverage to the students and staff of the institute.
2. The Mess service provider is required to provide quality, healthy and hygienic breakfast, snacks, lunch and dinner on all days of the month in the mess as per the given menu and quoted rates on all days of the week/month/year including public holidays and weekends.
3. The Contractor will also serve tea/coffee/cold drinks, snacks, high tea, breakfast, lunch, dinner, etc. in various official meetings, programmes, seminars and functions organised by the Institute from time to time. In addition, people visiting NID's Bengaluru campus in connection with various academic activities of the Institute may also avail these services.

4. The semester and Mess timings will be as under:

Semester: July to mid-November & mid-December to End of April

Semester Break : Mid November to Mid-December & End of April to End of June

NOTE: ABOVE TIMINGS CAN BE REVISED AND CHANGED, AS PER THE REQUIREMENTS OF THE INSTITUTE, AND SHALL BE INTIMATED TO THE VENDOR.

MESS:

Breakfast : 07:30 a.m. to 09:30 a.m. (Monday to Friday) & 08:00 a.m. to 11:00 a.m. (Saturday & Sunday/Holiday)

Lunch : 12:30 p.m. to 02:00 p.m. (Monday to Friday) & 01:00 p.m. to 03:00 p.m. (Saturday & Sunday/Holiday)

Snacks : 04:00 p.m. to 5.30 p.m. (All days of the week)

Dinner : 08:00 p.m. to 10:00 p.m. (All days of the week)

NOTE: ABOVE TIMINGS CAN BE REVISED AND CHANGED, AS PER THE REQUIREMENTS OF THE INSTITUTE, AND SHALL BE INTIMATED TO THE VENDOR.

GENERAL TERMS AND CONDITIONS

1. Please read the Terms & Conditions carefully before filling up the documents.
2. Before submitting the tender, details of documents to be attached may be verified as given in Technical Bid of the Tender Document.
3. All pages of the Tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as a token of having accepted all the Terms and Conditions of the Tender.
4. NID reserves the rights to obtain feedback from the previous/present clients of the Tenderer and also depute its teams(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of NID with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the Institute in this regard will be final and binding on all bidders.
5. Tender shall be submitted in NID's Official tender form only, available on websites mentioned in this document.
6. No paper shall be detached from the Tender Document.
7. The name and address of the bidder shall be clearly written in the space provided for the purpose Over-writing, correction be avoided in any part of the tender
8. The Financial bid submitted by all bidders should be valid for at least for a minimum period of three months from the last date of Bids submission.
9. Before submitting the filled-in tender document to the Institute, the bidders may avail Pre bid meeting opportunity to visit NID to seek clarification(s), if any.
10. The catering services should capture innovative variety and balanced nutrition both for vegetarians and non-vegetarians.
11. Requirement of Catering services also include providing Breakfast / Lunch / snacks etc. to faculty / staff who require such services. The contractor shall ensure that only hot/fresh food is served to the students / employees.
The contractor shall ensure that only hot/fresh food is served to the students / employees.
12. The Catering tenderer shall also provide various kinds of beverages, snacks etc. with sufficient shelf life in the mess at such price as approved by the Institute/Mess Committee from time to time. All packed items are to be sold for not more than the MRP.
13. Canvassing in any form will make the tender liable to rejection upfront.
14. It should have sufficient utensils, crockery and other infrastructure to provide the service also for Buffet/Dinner/Lunch/High Tea, as and when required.
15. NID reserves the right to call upon the tenderer to remove any person employed / working in the NID mess, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. NID reserves the right to disallow entry to any person not having an identity card.
16. The other items rate shall be based on the rates as decided jointly by the Contractor and the Mess Committee as approved by competent Authority.

17. In case of interpretation, modification and any alteration with respect to terms & conditions of contract the mess committee, Mess tenderer and representative of the Director will jointly look into such aspects and the decision of the Director will be final and binding to all concerned.
18. The Tenderer's crew shall not be allowed to use any other service area situated outside the mess complex, except in connection to F&B delivery.
19. Washing of staff clothes, vehicles etc. of the vendor are not allowed in the NID campus.
20. NID shall provide a list of normal holidays and students vacations in each semester to the tenderer for assessing and providing catering services to the hostellers residing during holidays and vacations.
21. The tenderer will maintain a daily served menu list certified by mess committee members authorized for the purpose in proper register & display the same on board.
22. The responsibility to properly dispose-off garbage is solely on the tenderer. Mess premises are to be kept clean. Daily Housekeeping of inside the Mess (i.e. Dining Hall, Kitchen, Store, Rest Room, Drain, Wash area, etc.) shall be the responsibility of the tenderer. Once in a semester a thorough deep cleaning (preferably by a professional agency) of the entire mess premises from dining hall till Store room including drains, cooking appliances, deep freezer, Electrical fittings, exhaust fans, etc.) shall be undertaken by the contractor at their expense.
23. Any person or Committee authorized by NID can do a surprise check during the Mess/office time to check the quality of food and hygiene.
24. The contractor will do regular Cleaning, pest control & flies control at his own cost.
25. All payments made to the contractor will be subject to applicable Tax Deduction at Source.
26. Appliances like Stoves, Dishwasher, Deep Freezer, Refrigerator, Fly Kill Light, etc. as provided to the tenderer by NID, shall be maintained serviceable at all times by the tenderer during currency of contract., failing which repairing/replacements shall be carried out by NID and charged to the tenderers on the discretion of NID.

STATUTORY TERMS AND CONDITIONS:

A. PERIOD OF CONTRACT

- a. The contract for Mess services shall remain valid initially for a period of two years.
- b. The contract is subject to renewal by the Institute on satisfactory performance on mutually agreed terms and conditions for a further period of two terms of one year each with sole discretion of NID.

B. SECURITY DEPOSIT (Non-Interest Bearing) (Page No.5 , Point 11), also refer.)

- a. **The successful bidders may submit performance bank guarantee from Nationalised banks for Rs.2,00,000/- (Two Lakh only) as Security Deposit which shall be valid till 3 months after contract expires. The EMD of 1,00,000/- of successful bidder shall be returned after security deposit is submitted or the same could be adjusted towards so Security Deposit, as the case may be.**
- b. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the tender, the Security Deposit (2,00,000) may be forfeited by NID without prejudice to the NID Management's right to proceed against the contractor for any additional damages that the Institute suffers as a result of the breach of the aforesaid terms and conditions.
- c. In case this contract is extended, Security Deposit shall be renewed/submitted afresh within a week from agency.

C. RENT, ELECTRICITY,GAS AND WATER CHARGES

- a. Contractor shall have to pay **Rs.10,000/-** plus applicable taxes, per month towards **license fee /rental charges** to the institute through Cheque / Demand Draft in favour of National Institute of Design, payable at Ahmedabad in the first week of every month.
- b. Actual Consumption of the Electricity Charges plus applicable taxes will be paid as per monthly meter reading basis & **Gas Cylinder belongs to NID, has to be refilled by the Contractor at his own expenses.** Water will be provided by the institute, free of cost.
- c. Garbage cleaning charges will be borne by the contractor, if any.

D. CEREMONIAL/FUNCTIONS/MEETINGS F&B TO THE INSTITUTE:

Apart from the students mess contract, the Contractor may be required to prepare and serve special meals on various occasions, ceremonies, functions, meetings, etc. This will be done on advance booking basis by the respective offices of the Institute and payments will be released by the Institute on submission of the bills. For such F&B orders, the Contractor shall have to arrange for serving counters, cutleries, serving bowls, crockery's, etc. of superior qualities.

Four variations (A to D) of the special meals, high-tea, etc. are attached as **Annexure-V** gives suggestive menus for the four different requirements.

E. TEA/COFFEE, BREAKFAST/LUNCH/DINNER TO THE NID STAFF MEMBERS:

The Contractor selected for the annual rate contract, shall agree to provide Tea/Coffee/Breakfast/Lunch/Dinner (same food/menu as for the students) to the NID staff members/officials as per the financial bid's rates. The Contractor shall collect cash/direct payment from the staff/employees of the Institute, for availing F&B items.

F. PAYMENT TERMS:

1. An advance up to **50%** of the expected monthly bill may be released by the Institute in the first week of the month, on receipt of request from the Contractor. Monthly bill shall be processed on submission of the bill by the Contractor, certified by the respective Dy. Registrar / Dean, Bengaluru Campus. The Monthly bill shall be equivalent to one fifth portion of the semester mess fees received by the Institute and no cuts/deductions shall be allowed for not availing food by any student during the month. In short, semester mess fees shall be disbursed to the Contractor in five equal installments during the semester, on certification, without submitting details of the Students names, cuts, etc.
2. For quality control, the Students Mess Committee may suggest warnings/penalty/ deduction in the monthly bills, if the qualities of the food/services or hygienic conditions are not found satisfactory. In case of dispute, the decision of the Director shall be binding to both the parties.
3. The Institute shall deduct TDS, etc. from the monthly bills.
4. Students going away from Campus for more than **seven days** as part of their official curriculum are entitled to get refund for the number of days they are officially required to be away from Campus and are not able to avail of mess facility. Such instances are when students are officially asked to go on their Industrial trainings, diploma projects, field work, prolonged medical leave (Only when it is approved i.e. **approved by the Deputy Registrar/Dean, Bengaluru Campus** and where the student is advised to go home), and international exchange programmes. However, in order to avail of this refund / non-payment of part mess fee; concerned student need to submit a written request in advance to the **Deputy Registrar** mentioning exact dates of their absence from the mess. These dates shall match with academic schedules and shall be certified by the **Discipline Lead and Dy. Registrar**. It is the student's responsibility to get the request approved and to submit the copy of the same to the mess contractor. Any refund that is liable to be paid back to the student in such circumstances shall directly be settled by the mess contractor. In case such outstation visits begin during the vacation where student/s come back to the Campus after the date of semester opening, their mess fee can be deposited with proportionate deduction from the full mess fee on certification by the concerned officials as above. However, norms in vogue for the late fee deposit shall apply, if applicable.
5. In case a student falls sick and the mess contractor is unable to provide food as per the medical advice, a waiver of the mess fee can be granted up to three weeks duration. The concerned student needs to present a certificate from a registered medical practitioner along with his/her application to the Dy. Registrar. The certificate must clearly indicate the type of diet and schedule to be followed by the student who is unwell. In case the diet food is required for more than three weeks and the mess contractor shows inability to provide the same, the student should get the medical certificate approved from the NID doctor who is available on campus on designated days. The mess contractor also needs to give in writing his inability to provide the food as recommended by the doctor. The application for mess fee waiver / refund in such cases should be signed **by the Discipline Leads and the Dy. Registrar**. Mode of refund, if any, shall remain the same as in earlier case.

G. INFRASTRUCTURE & FACILITIES Repair,& Upkeep due to other than Fair, Wear and Tear BY THE INSTITUTE:

At the campus, a spacious dining hall / area along with equipped kitchen, pantry, storage, etc. will be provided to the Contractor. The Mess area will be provided with the furniture, electrical fittings, water coolers, etc. along with equipment by NID which need to be handed over in good condition on completion of contract.

The Mess area will be operational during breakfast, lunch and dinner time for the Students, during the academic-semester periods.

H. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

- a. The Contractor shall be responsible for engaging adequate number of trained / semi-trained manpower required for providing good Mess services in NID Bengaluru campus.
- b. The employees of the Contractor should possess good health and should be free from any infection, diseases/illness all the time, especially contagious and frequently recurring diseases.
- c. The Contractor will, prior to the commencement of the operation of contract, make available to NID the particulars of all the employees who will be deployed at the Institute's premise for running the Mess. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and Medical report of the employees going to be deputed by him.
- d. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- e. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child, as stipulated by law.
- f. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Govt. of India and fulfil all other statutory obligations, such as, **Provident Fund, GST, ESI/Workmen's Compensation Act / Fatal Accident Act, Personal Injuries etc.**, whichever is applicable. The proof of payments made to individuals & statutory liability must be submitted to NID for releasing payment every month. There will not be any Employer, Employee's relation between staff of the contractor & NID.
- g. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate for such claims damages to the Institute. As a result of the acts of the Contractor, if the Institute is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the Institute or the Institute reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit or any of the Contractor lying with the Institute.
- h. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around the cooking place, dining hall and surrounding etc.
- i. The Mess staff shall be issued Identity Cards bearing photographs. The contractor shall provide sufficient sets of Uniforms and pairs of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- j. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract.

- k. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by NID. The decision of the Institute's designated officer in this regard shall be final and binding on the Contractor.
- l. The Contractor shall keep the Mess and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes the entire cleanliness of the inside area of Mess and Service Lifts. The cleaning of Dining Hall / area, Utensils, Equipment, Washing area, cooler area, Store Rom, Staff rest/Rooms, etc. is the responsibility of the Contractor. NID management will have 24 hour access to inspect the Mess premises at any time for ensuring the cleanliness and hygienic conditions of the Mess kitchen and dining hall premises.
- m. The contractor shall be solely liable for any mis-happening / casualty including fire, explosion etc. that happens/occurs during the contract period in the mess premises and the Contractor shall pay compensation to the victim/s, if any, in the said mis-happening and there will be no liability of NID in this regard either towards the Contractor or towards the victim/s.
- n. The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Mess. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Contractor. Non-compliance or will invite necessary remedial actions by NID, as deemed fit.
- o. The Contractor shall get the prices of all items approved by the Mess committee and no changes, what-so-ever shall be made without prior written recommendation of this committee and approval of Competent Authority. The tenderer shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the mess. The prices of the item sold in the NID Mess should not be more than MRP and local market rate and shall be approved by the committee of NID officials on need basis. The approved list shall be displayed at proper location within the mess area by the tenderer.

I. TERMINATION OF THE CONTRACT

- a. The Contract can be terminated by either party, i.e., NID or the Contractor, after giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, NID reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. NID's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
- b. On termination of the contract, the Contractor will hand over all the equipment/ furniture / articles etc., supplied by NID, in good working condition, back to NID.

J. PENALTY

The Institute (including Committee i.e. Mess Committee/SAC, etc.) shall monitor the vendor's performance and non-maintenance of quality/hygiene criteria shall result in a penalty to be imposed on the vendor, if not rectified despite warning(s), as follows.

- 1. Penalty for Poor Food quality- Rs.500/- on each occasion.**
- 2. Penalty for Poor Hygiene / cleanliness-Rs.500/- on each occasion.**
- 3. If wastage of any resource is found- Rs.500/- on each occasion.**

4. Food Samples served in the mess Dining Hall are to be preserved refrigerated in sample containers in respect of Breakfast, Lunch, Dinner for 24 Hours. Failure to do so shall.- Rs.500/- on each occasion

- 1) If the Institute is not satisfied with the quality of eatables served, services provided, cleanliness etc. or behavior of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the NID will be at liberty to take appropriate/necessary steps as deemed fit.
- 2) The raw material used for cooking could be checked by Mess Committee at any time and if substandard/unauthorized material is found and after issued three adverse notices, it will be treated as breach of contract Poor hygiene and quality and the Director may review the contract/impose penalty or take any other action as per contract. Contractor shall have to abide by the decision of the Director or an officer so authorized by him on his behalf.

K. OBLIGATIONS OF THE CONTRACTOR

1. The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in **Annexure-II**.
2. In case if students go for industry training, industry visits, seminars, ICT, vacations etc. then after intimation to the tenderer, NID shall have the right to deduct the actual charges as the facility is not used by the students.
3. The Institute will provide to the Contractor space for storing raw material, Sitting and serving space, etc. The Institute shall also provide tables and chairs in the serving area.
4. All work shall be carried out with due regard to the convenience of NID. The orders of the concerned authority shall be strictly observed.
5. Care must be taken to ensure that, while carrying out Contract work, no fittings, fixtures, furnishings, equipment provided by the Institute are damaged. Any damages due to miss handling or improper use done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by NID at the contractor's risk and cost. In this' regard, the decision of the designated officer of NID shall be final and binding on the Contractor.
6. The Contractor will deploy adequate manpower included a Supervisor/Manager for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of NID and the hostellers/staff /faculty, During summer/winter breaks, caterer will depute at least 5 staff to cater to the officers and staff members of NID and the mess will function normally. The contractor will ensure that the cooks have clipped nails while cooking food. The Supervisor / Manager shall remain present during working hours.
7. The Contractor will have to supply breakfast/lunch/Snacks/dinner in the Mess/ Academic/Admin Block or any space within campus as per requirement and schedule drawn for the purpose by the concerned authorities of the Institute. The contractor shall also ensure proper room services for the NID officials.
8. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus, including Mess. Any breach of such restrictions by the Mess Contractor will attract deterrent action against the Contractor as per statutory norms.
9. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with National Institute of Design (NID). NID shall have no obligation to control or supervise such workers or to take any action against them except as permissible under

the law. Such workers shall also not have any claim against NID for employment or regularization of their services by virtue of being employed by the Mess Contractor, against any temporary or permanent posts in NID.

10. No minimum guarantee will be furnished to the Contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of students/hostellers/NID personnel to avail Mess services. The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of food poisoning, the contractor will be held solely responsible & will be penalized besides legal action at the discretion of NID. Food prepared for a meal shall not be served / reused for next meal at Mess.
11. The contractor shall not be allowed to keep his/her employees inside NID premises between 12:00 midnight to 4:00 a.m. on any day, unless permitted by NID.
12. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the Institute. NID reserves the right to ask the contractor to remove any deployed person without assigning any reason.
13. NID shall not provide any consumable or non-consumable items including raw materials at the Mess for the purpose of catering.
14. The Contractor shall not use the Mess premises for any other activity except for the purpose for which it has been provided for.
15. The payment in respect of official meetings/ conference/ hospitality bills of the Institute shall be paid on production of bills duly verified by the concern department/authorities.
16. Menu at Mess has to be different from each other on any day given.

L. DISPUTE SETTLEMENT

1. All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising three arbitrators, one to be appointed by each party and the two such appointed arbitrators shall jointly appoint the third arbitrator for the purpose of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate Injunctive relief. The place of arbitration shall be Ahmedabad. The language of arbitration/notices etc. shall be English.
2. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction at Ahmedabad and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.
In case of dispute in the interpretation of terms & conditions of the contract, the decision of the Director, NID shall be final and binding on the contractor.

UNDERTAKING BY THE MESS CONTRACTOR

I/We have carefully gone through the various terms and conditions listed above for providing Mess services at NID Bengaluru Campus. I/We agree to all these conditions and offer to provide Mess services at NID, Bengaluru Campus. I/We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. I/We have acquainted ourselves with the tasks required to be carried out, before making this offer. I/We hereby sign this undertaking in token of our acceptance of various conditions noted above,

Place: _____

Dated: _____

Name & Signature of Contractor

Address:

Phone No (O): _____

(R): _____

(M): _____

Annexure -I

PERMISSIBLE BRANDS OF Consumables

ITEM	BRAND
Salt	Iodised salt such as Tata, Annapurna, Nature Fresh, Ashirvad
Atta	Aashirvad, Pillsbury, Nature Fresh, Annapurna, Samrat, Shaktibhog, Patanjali
Besan, Dal, Suji	Rajdhani, Tata, India Gate, MTR, Patanjali packed materials from Best price / D-Mart / Big Bazaar / Big Basket / Metro Wholesale
Rice Basmati	India Gate, Dawat, Kohinoor, Fortune, D-Mart/Big Bazaar
Oil	Refined oil such as Sundrop, Nature Fresh, Saffola, Fortune. Vanspati oil is strictly prohibited
Paneer	Amul / Mother Dairy / Gowardhan / Nandini
Spices	Everest, MDH, MTR, Catch or equivalent quality brands or Agmark brand
Milk	Mother Dairy / Nandini / Amul /
Sugar	Packed materials from Best price/D-Mart/Big Bazaar/Big Basket, Madhur
Tea	Brook Bond, Lipton, Tata, Tetley, Tajmahal, Wagh Bakri, Mohini
Coffee	Filter Coffee, Nescafe, Bru, Tata
Bread	Britannia, Top & Town, Modern
Butter	Amul, Britannia, Mother Dairy, Kwalitiy
Jam	Kissan, Nafed, Topsrozen, Cremica, Noga
Ketchup	Maggi, Kissan, Heinz
Biscuits	Britannia, Parle, Priya, Unibic, Cadbury, Sunfeast, etc.
Ice Cream, Lassi, Curd	Nandini / Mother Dairy, Amul, Cream Bell, Top & Town, Kwalitiy,
Cold Drinks	Pepsi, Coca-Cola, Paper Boat, Parle
Flavored Drink	Rasna, Roohafza, Patanjali, Amul
Juices	Real, Tropicana, B Natural, Paper Boat, Patanjali
Instant Noodles	Maggi, Top Ramen, Yippee, Ching's, Patnjali
Sauce (Chilli,Soya Garlic, Tomato	Chings. Heinz, Maggi, Kissan
Pickle	Mother's, Priya, Tops, Nillons, MTR, Bedekar
Mixtures/Chips	Haldiram/Bikaner or any top brand
Mineral Water	ISI marked Kinley/Bisleri/Ganga/Patanjali/KF/Aquafina
Non-Veg (Chicken, Mutton, Fish) and Egg	These items must be purchased as fresh one and on the day of use. The service provider will be responsible for the quality and hygiene of these items.

Note: Service provider will use only FSSAI approved brands and in case of non-availability of any particular items having FSSAI certification, the substitute item may be procured by the service provider only after getting permission of NID, in writing.

Performa of Technical Bid
ANNUAL RATE CONTRACT FOR PROVIDING MESS SERVICES AT NID, BENGALURU CAMPUS

1. Name of the Contractor: _____

2. Address of the Caterer: _____

Phone No.: _____ (Mo.) _____ (E-mail) _____

3. Whether proprietary or partnership: _____ Firm or a Company

Required Documents	Attached / Not Attached	Page No.
Shop and Establishment Certificate/GST Registration Certificate along with GSTIN Number.		
Separate DD for tender fee of Rs.1500/- (If tender document is downloaded from the website or copy of the receipt)		
A list of owner / partners of the firm and their contact telephone numbers along with a certificate to the effect that the firm is neither blacklisted by any government department nor any criminal case registered against the firm or its owner/partners anywhere in India.		
Attested copy of GST Registration		
Attested copy of license under Contract labour Act		
Attested copy of PF registration with Regional PF commissioner		
Attested copy of FSSAI Registration/License		
Attested copy of ESI Registration		
Attested copy of PAN card		
Copy of terms and conditions and every page of the tender duly signed with seal of the firm, in token of acceptance of terms and conditions and tender as quote		
Duly signed undertaking enclosed with the tender document		

4. Is there any relative of the owner of Catering agency or its partners working at NID? If so, please indicate below the name of such relative and the relationship.

5. Annual Turnover Details of Last Three Financial Year (Attach Certified balance sheet/copy of Income Tax Return /Organization payment details).

6. Attach a statement showing details of the Mess/canteen contracts during last three years with names of the Organizations, contact personals name, contact details and contract amount for each contract.

7. Provide all above details in a separate statement for all the existing / present Mess/Canteen contracts.

Date: _____

Full Name, Signature of Authorized Person

Place: _____

LIST OF PRESENT CLIENTS

(Tenders not accompanied by this information & documents in support of the same may be summarily rejected)

Sr. No.	Clients name address & contact no.	Client phone & address of present Mess/Canteen	Period of contract	No. of persons availed catering services at a time	Contract Value per month

Please tick mark at any above fields for the evaluation process.

ANNEXURE – V

(To be submitted with Technical Bid)

Tentative Menu for the Ceremonial/Festival/Functions/Meeting/Training Prog/Working Lunch.

A - Menu for the High Tea

Items
Appetizer/Welcome drink Fresh Vegetarian Dish Dessert/Pastries/Ice-cream Tea/Coffee

B - Working Lunch/Dinner Menu

Items
One Vegetable Soup One Seasonal Vegetable Dry One Paneer preparation with Gravy Rice – Pulao/Biryani Veg, Dal Salad, Papad, Pickles Roti – Paratha – Naan Assorted Plain Curd/Buttermilk One desert/ Ice-cream

C - F&B for the Official Meeting

Items
Assorted, Branded Biscuits with Tea/Coffee
Panjabi Samosa with Tea/Coffee
Vegetable /Chinese Samosa with Tea/Coffee
Wafers, Roasted Cashew nuts, Roasted Almonds with Tea/Coffee
Fresh Lime Juice/Fruit Juice (200 ml)
Branded Soft Drinks (200 ml)

D – Special Function – VIP – Lunch/Dinner Menu

Items
Appetizer Vegetable Soup (Two) Starter on Circulation (Two) Regular Live Counter (Two – Veg.) Special Live Counter (Two – Veg.) Main Course (Three – One Non-Veg, One Vegetable, One Paneer) One Continental Dish Assorted Roti -Naan -Paratha- Fulka Roti One Fresh Farsan Raita/Plain Curd Salad, Papad, Pickels Rice – Pulao/Veg. Biryani, Dal Sweet Regular / Ice-cream, Sweet Special

PROFORMA OF FINANCIAL BID FOR MESS SERVICES

General /indicative mess menu, list of items to be served during the timing is mentioned, Unlimited serving is to be supplied during the contract period.

Break Fast

Time: 07:30 a.m. to 09:30 a.m. & for Saturday/Sunday/Holiday: 08:00 a.m. to 11:00 a.m.

- One hot Indian breakfast (example: idli, dosa, paratha, stuffed paratha, poha, upma, etc.)
- Cereals (example: cornflakes, muesli, porridge/daliya, etc.)
- Live Egg preparations (boiled, half fried, bhurji, omlet, french toast, etc.)
- Sandwich (vegetable - plain, grilled, cheese, etc.)
- Sprouts (freshly prepared)
- Fruit (fresh; whole and cut, served on alternate days)
- Juice (freshly prepared on alternate days)
- Bread and buns (whole wheat, multigrain, white, etc.)
- Butter, jam and cheese; all of different varieties

Tea (chai, lemon tea, etc.), Coffee (hot, cold, with or without milk), Milk (hot or cold, bournvita, etc.)

Lunch

Time: 12:30 p.m. to 02:00 p.m. & for Saturday/Sunday/Holiday: 01:00 p.m. to 03:00 p.m.

- Vegetable curry (seasonal, freshly prepared, with/without gravy)
- Vegetable curry (Kathol or Paneer; freshly prepared, with/without gravy)
- Dal (of different lentil varieties)
- Rice (of different varieties - basmati, brown, red, black; plain, jeera, steamed, pulav, biryani, etc.)
- Khichdi
- Roti, Phulka, Chapati (freshly prepared, with and without ghee)
- Plain paratha, puri, naan, etc. (served in rotation)
- Salads (freshly cut/raw, as well as steamed/boiled vegetables)
- Papad (of different varieties - toasted, roasted, fried, etc.)
- Farsan
- Dahi, Buttermilk, Lemon water, etc. in rotation
- Fresh pickles of different varieties (mango, mixed veg etc.)

Snacks

Time: 04:00 p.m. to 05.30 p.m.

- Veg Cutlet, Dahi Vada, Tea, Coffee, Milk
- Pyaaz Kachori,/Dal Kachori, Bhel Puri
- Maggi, Veg Roll
- Chana Chat, Ragda Chat, Pattice
- French Fries, Sprouts Chat
- Cheese Chilli Toast
- Samosa, Tea, Milk, Coffee

Dinner

Time: 08:00 p.m** to 10:00 p.m.

- Vegetable curry (seasonal, freshly prepared, with gravy)
- Vegetable curry (Kathol or Paneer; freshly prepared, without gravy)
- Dal (of different lentil varieties)
- Rice (of different varieties - basmati, brown, red, black; plain, jeera, steamed, pulav, biryani, etc)
- Roti, Phulka, Chapati (freshly prepared, with and without ghee)
- Plain paratha, puri, naan, etc (served in rotation)
- Salads (freshly cut/raw, as well as steamed/boiled vegetables)
- Papad (of different varieties - toasted, roasted, fried, etc)
- Farsan
- Dahi, Buttermilk, Lemon water, etc in rotation
- Soup (in winter)
- Egg curry (once a week)
- Chicken (once a week)
- Mutton/Fish (once a week)
- Ice cream (once a week)
- Sweet (thrice a week)
- Fresh pickles of different varieties (mango, mix veg etc)

South Indian dishes, Pav bhaji and other dishes which could not be included in main menu must be served every week atleast once on any one day of week.

Above menu is only indicative, which may be changed by the Mess Committee with due consultation with the contractor.

*Successful vendor will be decided considering this rate (with due weightage as mentioned above in the tender document)

- a. Rate Quoted per month, per student (*) : Rs. _____
- b. Add GST as applicable : Rs. _____
- c. Total in Figure : Rs. _____
- d. Total in Words : Rs. _____

Note: Bidder may note that the breakup of the above quoted rates for each of the meals stated above shall be finalized subsequently at the time of issuing work order, at a ratio of 2:4:4.

If any mismatch in rates mentioned in words and figures above, the rates mentioned in words shall be taken as final.

Complimentary Community Dinner (For around 200 persons in Bengaluru campus) once in a semester to be served.